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BAKERY, CONFECTIONERY, TOBACCO WORKERS' AND
GRAIN MILLERS INTERNATIONAL UNION, LOCAL UNION
NO. 232, AFL-CIO-CLC

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
REGION 28

BAKERY, CONFECTIONERY, TOBACCO
WORKERS' AND GRAIN MILLERS
INTERNATIONAL UNION, LOCAL UNION
NO. 232, AFL-CIO-CLC,

No. 28-CA-150157

**CROSS-EXCEPTIONS OF THE
CHARGING PARTY**

Charging Party,

And

SHAMROCK FOODS COMPANY,

Respondent.

The Charging Party hereby files the following Cross-Exceptions to the Decision of the
Administrative Law Judge ("ALJ").

The Charging Party joins in any Cross-Exceptions filed by Counsel for General Counsel.

<u>No.</u>	<u>Exception</u>	<u>Language</u>
1.	Page 9:7-19	The failure of the ALJ to find that the statement solicited complaints and grievances.
2.	Page 10:4-20	The failure of the ALJ to find that the statement that employees had informed a supervisor did not excuse the impression of unlawful surveillance.

<u>No.</u>	<u>Exception</u>	<u>Language</u>
3.	Page 11:1-12:15	To the failure of the ALJ to find that the statements created the impression of surveillance.
4.	Page 15:25-33	To the failure of the ALJ to find that the statements created the impression of surveillance.
5.	Page 18:6-19:23	To the failure of the ALJ to find that White's statements were coercive.
6.	Page 19:25-30	To the failure of the ALJ to find that White unlawfully created the impression of surveillance.
7.	Page 25:15-27:15	To the failure of the ALJ to find that the statements were coercive and created the impression of surveillance.
8.	Page 30:33 and <i>passim</i> to the application of Lutheran Heritage-Livonia Test	The Board should overrule <i>Lutheran Heritage Livonia</i> .
9.	Same as above	The Board should apply the Religious Freedom Restoration Act to the employer's conduct and the application of the NRLA.
10.	Page 33:10-20	To the failure of the ALJ to find that the removal (theft) of the flyers violated the Act.
11.	Page 44:22-38	To the failure of the ALJ to find that the confidentiality language in the Separation Agreement is unlawful because it prevents the disclosure of anything about the Separation Agreement including unlawful language or any amounts or other terms any Separation Agreement.
12.	Page 46:9-47	To the failure of the ALJ to find that that the confidential information policy is unlawful because it would prevent the employees from disclosing information about the business necessary for bargaining unit determination, organizing, protected concerted activity, negotiations, economic action such as boycotts or other protected concerted activity.
13.	Page 48:5-26	To the failure of the ALJ to find that the language is unlawful.
14.	Page 48:25-49:11	To the failure of the ALJ to find that this policy applies to employees other than warehouse employees within the meaning of the Act.
15.	Page 49:15-50:6	To the failure of the ALJ to find that this policy applies to employees other than warehouse employees within the meaning of the Act.
16.	Page 50:9-25	To the failure of the ALJ to find that this policy applies to

<u>No.</u>	<u>Exception</u>	<u>Language</u>
		employees other than warehouse employees within the meaning of the Act.
17.	Page 50:26-51:25	To the failure of the ALJ to find that this policy applies to employees other than warehouse employees within the meaning of the Act.
18.	Page 54:34-55:16	To the failure of the ALJ to find that this policy applies to employees other than warehouse employees within the meaning of the Act.
19.	Page 57:9-58:27	To the failure of the ALJ to recognize that the “non-company business” includes more than just soliciting.
20.	<i>Id.</i>	To the failure of the ALJ to find that the no posting rule is unlawful.
21.	<i>Id.</i>	To the failure of the ALJ to recognize that the word soliciting or solicitation is inherently confusing, ambiguous and overbroad, and that is unlawful.
22.	Page 58:30-59:15	To the failure of the ALJ to recognize that the implementation of the cell phone use rule was in response to the protected concerted activity and was designed to coerce employees in the midst of the organizing campaign.
23.	<i>Id.</i>	To the failure of the ALJ to recognize employees often listen to union songs, such as songs by Pete Seeger and Woody Guthrie and that this interferes with protected concerted activity.
24.	Page 59:18-61:46	To the conclusions of law in their entirety.
25.	Page 62:1-63:9	To the inadequate remedy in all regards.
26.	Page 63:11-66	To the order in its entirety.
27.	<i>Passim</i>	To the failure of the ALJ to find that employer witness lied. Simply discrediting them is not enough.
28.	<i>Passim</i>	To the failure of the ALJ to describe the employer’s conduct as terroristic activities. See headnotes to <i>Alabama Mills, Inc.</i> , 2 NLRB 20 (1936); <i>Jones & Laughlin Steel Corp.</i> , 1 NLRB 503 (1936); and <i>Brown Shoe Co., Inc.</i> , 1 NLRB 803 (1936).
29.	Appendix	The notice is inadequate. The “choose not to engage in any of these protected activities” language should be deleted.

<u>No.</u>	<u>Exception</u>	<u>Language</u>
30.	Appendix	To the notice in its entirety because it does not contain an affirmative statement by the employer as to how it violated the Act. The “we will” or “we will not” language is inadequate. The employer must admit in the notice its violations.

Dated: April 7, 2016

WEINBERG, ROGER & ROSENFELD
A Professional Corporation

By: /S/ DAVID A. ROSENFELD
DAVID A. ROSENFELD
ALAN CROWLEY

Attorneys for the Charging Party,
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CERTIFICATE OF SERVICE

I am a citizen of the United States and resident of the State of California. I am employed in the County of Alameda, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On April 7, 2016, I served the following documents in the manner described below:

CHARGING PARTY'S CROSS-EXCEPTIONS

(BY U.S. MAIL) I am personally and readily familiar with the business practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for mailing with the United States Parcel Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Alameda, California.

X (BY ELECTRONIC SERVICE) By electronically mailing a true and correct copy through Weinberg, Roger & Rosenfeld's electronic mail system to the email addresses set forth below.

On the following parties in this action:

Executive Secretary
National Labor Relations Board
1015 Half Street SE
Washington, D.C. 20570-0001

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I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on April 7, 2016, at Alameda, California.

/s/ Katrina Shaw

Katrina Shaw